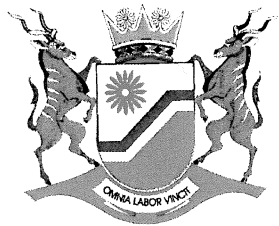


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MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF ECONOMIC DEVELOPMENT &
TOURISM**

BID NUMBER: EDT/051/24/MP

**APPOINTMENT OF A PROFESSIONAL SERVICE
PROVIDER FOR SCOPE VERIFICATION,
PRELIMINARY AND DETAILED DESIGNS, COST
ESTIMATE GENERATION, CONSTRUCTION
PROCUREMENT DOCUMENTATION
GENERATION, SITE MONITORING, CONTRACT
ADMINISTRATION & PROJECT MANAGEMENT
OF INTERNAL ROADS, STORMWATER,
POTABLE WATER & SANITATION
ENGINEERING SERVICES FOR PHASE 1 OF
NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)
SITUATED AT KOMATIPOORT, MPUMALANGA
PROVINCE**

ISSUED BY:
Department of Economic Development & Tourism
Private Bag X11215
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM					
BID NUMBER:	EDT/051/24/MP	CLOSING DATE:	06 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Q Sobahle		CONTACT PERSON	Mr. F Bain	
TELEPHONE NUMBER	013 766 4047/4193		TELEPHONE NUMBER	060 476 6069	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sobahleq@mpg.gov.za		E-MAIL ADDRESS	francois@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Terms of Reference & Bid Documentation

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Rev: 01

Bid No	:	EDT/051/24/MP
Mandatory Site Clarification Meeting Date	:	26 August 2024
Mandatory Site Clarification Meeting Venue	:	Site Briefing at Sasol Garage, Komatipoort, at N4 Interchange, Corner N4 and Rissik Street Next Presentation at the Nerderduitsch Hervormde Kerk, corner Liebenberg & Wildebeest in Komatipoort.
Mandatory Site Clarification Time	:	10:00
Closing Date	:	06 September 2024
Closing Time	:	12:00
Validity Period	:	120 Calendar Days
Name of Bidder	:	

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

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APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

PART A: TERMS OF REFERENCE & SCOPE OF WORKS

1. INTRODUCTION

The Mpumalanga Provincial Department of Economic Development and Tourism (MPDED&T) is in the process of establishing a Special Economic Zone (SEZ) in Komatipoort – a town under the jurisdiction of the Nkomazi Local Municipality, Mpumalanga Province. The establishment of the NKOMAZI SEZ is being undertaken in phases as follows:

- a) The Designation Phase;
- b) Interim Phase; and
- c) Development Phase.

The designation phase is completed and the entity is currently busy with the activities of the interim phase. One of the key activities that is still outstanding in this phase is the development of detailed engineering designs.

The SEZ will be referred to as the Nkomazi SEZ (or also NSEZ)

1. 1. SITE LOCATION

The site is located on the southern side of the N4 Highway opposite Komatipoort Town. The area is located between contours 185 and 145 above mean sea level and the average annual rainfall is 427mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in a roughly east-west direction.

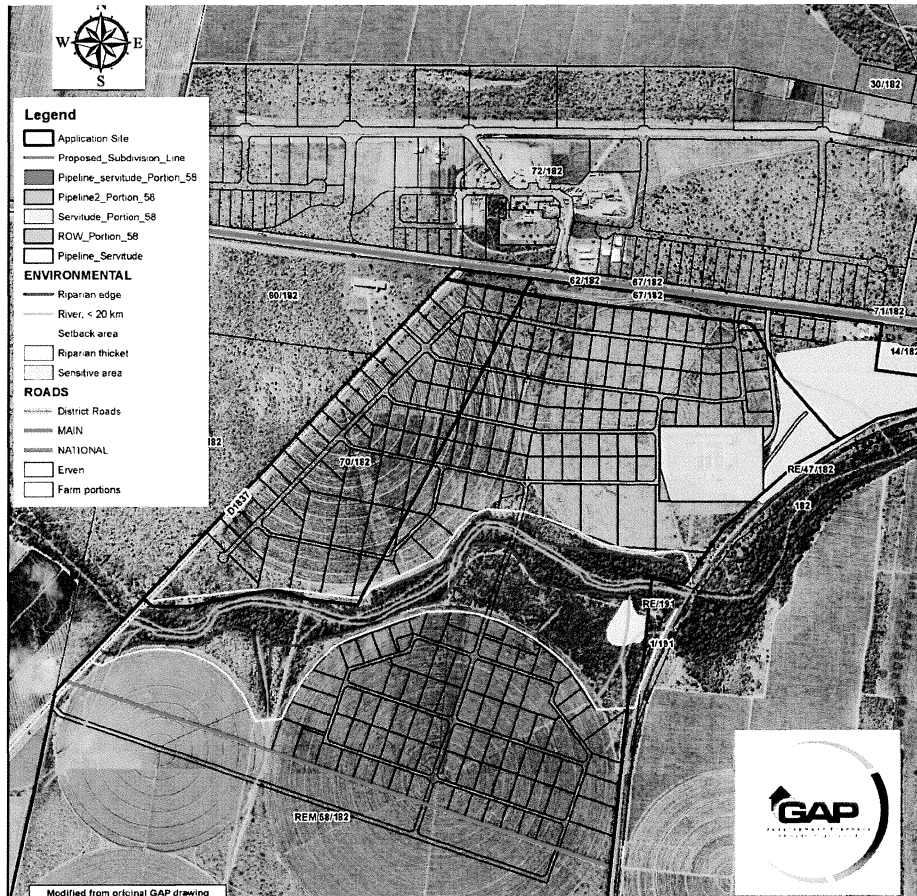


Fig. 1. Site Location

The following land use rights have been provided by GAP Development Planners:

LAND USE RIGHTS				
Zoning	Erven Size Ha	% of site	Total No. Erven	FAR
Industrial 1	71.90	24.68%	120	1
Industrial 2	45.99	15.79%	91	1
Industrial 3	33.67	11.56%	24	1
Special: Electrical Substation	1.03	0.35%	1	NA
Special: WTW & WWTW	4.46	1.53%	1	NA
Special: Tourism	0.88	0.30%	1	NA
Public open space	105.50	36.21%	4	NA
Public Roads	27.92	9.58%	1	NA
Total	291.35	100.00%	243	

Table 1. Town Planning Mix

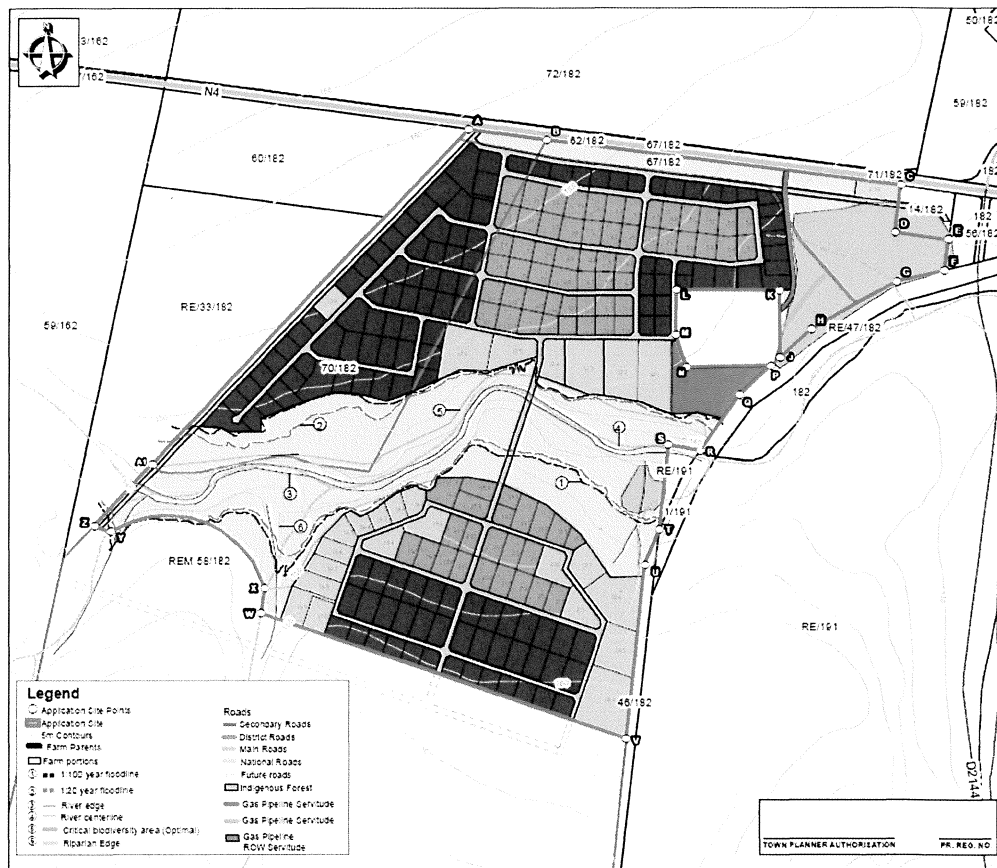


Fig. 2. Site Town Planning Layout (excluding Logistics Hub)

1. 2. SERVITUDES AND EXISTING INFRASTRUCTURE

There are several registered servitudes for a Sasol gas pipeline and associated facilities that traverse the property.

There are currently no existing municipal services traversing the property on which the development is planned, which would require relocation or servitude registration.

All new internal services will be constructed within formal road reserves and building lines areas proclaimed with the new township.

2. OVERALL OBJECTIVES OF THE PROJECT

It is the intention of the Nkomazi SEZ to develop the internal civil services for phase 1 and the additional land needed for a new logistics company dry port facility (situated immediately to the south of Phase 3).

The Nkomazi SEZ is seeking the services of a competent consulting engineering firm or consortium of firms that will provide the normal engineering services described in Stages 1 to 6 of the Engineering Council of South Africa's Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), in relation to the installation and construction of the following works at the NKOMAZI SEZ:

- Internal potable water infrastructure.
- Internal sewer infrastructure.
- Internal roads infrastructure and stormwater management network.
- Sleeves required for electrical and ICT infrastructure

A detailed, **site-specific, "Phase 2 type" geotechnical investigation**, over-and-above that already completed by Messrs Geo3, may be required in proposed Phase 1 infrastructure works areas. A Provisional Sum is allowed for this in the Pricing Schedule.

A **detailed, site-specific topographical survey** of the proposed Phase 1 infrastructure works areas may be required. A Provisional Sum is allowed for this in the Pricing Schedule.

The **estimated value of the construction works** to be designed and constructed is **R185 Million** (Inclusive of 15% Vat) for phase 1 of the NKOMAZI SEZ .

Note: there is a **possibility** that a **"Phase 2 type" geotechnical report** and a **comprehensive topographical survey may be completed** as part of a **separate feasibility study workstream**, before or concurrently with the service provider for this particular bid being appointed. **Should this be the case**, and the deliverables are available by the time as the appointed service provider for this particular bid is appointed and commences with work, and on condition that the deliverables are sufficiently detailed for use for the design work required as per this scope of works, **some or all of the "Phase 2 type" geotechnical report and/or comprehensive topographical survey works items may fall away**. The provisional sums allowed for these in the pricing data will then not be used.

External bulk potable water (raw water extraction, potable water treatment plant and pumps), external bulk sewer (wastewater treatment plant and pumping mains), and external roads upgrades (interchanges and NSEZ main access) will be dealt with in separate respective bids.

3. AVAILABLE DATA

The following data will be made available to the Successful Bidder:

- Civil Engineering Services Inception Report March 2021 (ECA Consulting Engineers)
- Services Design Report Version 00 dated 2022 (ECA Consulting Engineers)
- Komatipoort Ext 20 Commercial and Industrial Development Hydrology and Floodline Determination Report (Coega Development Corporation)
- Phase 1 Type Geological (Geotechnical) Investigation Report dated November 2017 and referenced 'Geo3.1249 (R0)' (Geo3 Consulting Engineers, Hydro and Environmental Geologists)
- Electrical Services Report (Onset Professional Engineers Report dated April 2021)
- Various Traffic Impact Reports (Aug 2018, Jan 2021 and Nov 2022) and comments

These documents are shared with all bidders, via the following electronic media link:
<https://drive.google.com/drive/folders/1X5qJxVelmFST0SjvGZeone95Q8fk27-o?usp=sharing>

By a bidder submitting a bid, it will be deemed that the bidder has read and familiarised themselves with all the supporting documentation and that their bids are based on all aspects related thereto. No consideration of claims for further payment based on information obtained in this documentation will be considered.

These studies should form the basis for the development of the detailed engineering designs for all aspects of the professional reporting and design work to be delivered.

4. SPECIFIC OBJECTIVES OF THE PROJECT

The development will be undertaken in 3 phases:

Phase 1: Initial Establishment of NSEZ

Phases 2 & 3: A future phase of Nkomazi SEZ expansion.

The particular objectives of these Terms of Reference are for the procurement of a professional firm of consultants, or consortium of firms of consultants, for the provision of detailed design, project

management and site monitoring services related to the internal roads, stormwater, water, sewer, electrical engineering services infrastructure for Phase 1 of the proposed NKOMAZI SEZ site and, ultimately, the delivery of these services.

These Terms of Reference and the bid documentation that will follow it, therefore relates to Phase 1 only.

As far as is practical, the design and installation of this infrastructure will be done in a phased approach such that only the minimum infrastructure needed for each phase to be fully operational will be installed at that particular time. The designs current at that particular time and for that particular phase must however be advanced to such a point that these fully take into account and accommodate services requirements for future phases' workstreams such that the design and construction of future phases seamlessly tie into previous phase workstreams. This is particularly pertinent to bulk infrastructure, some of which may need to be designed to take the full future demand, despite being constructed at an earlier stage where such demand is not yet necessary.

5. EMPOWERMENT

The project is expected to generate considerable opportunities for local contractors and other small businesses and the successful bidder must, as far as possible, accommodate this in his detailed designs as well as in preparing the required bid documentation.

Further to this, the consultant must, as far as possible, provide training and other skills transfer opportunities to deserving local people, under this contract.

6. SCOPE OF WORK

A firm of Professional Consulting Engineers, or a Consortium of Firms of Consulting Engineers, are to be appointed to provide the design and site monitoring (normal and Level 3 additional) services for the required internal bulk roads, stormwater, water, sanitation, sleeves (Electrical/ITC/Security and other necessary) infrastructure as well as necessary Project Management (PM) services related thereto.

The following are the key activities (amongst others) that need to be undertaken by the appointed Professional Consulting Engineer with his/her competent Professional Team: -

In line with the Engineering Council of South Africa's Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000). March 2021, the following scope of services and related deliverables shall apply:

Part A: Normal Services

Stage 1 – Project Inception:

Already completed by others.

Stage 2 – Concept and Viability (also referred to as preliminary design)

Principally, completed by others.

In terms of Stages 1 and 2, the successful bidder shall confirm and accept the baseline information and documentation contained in the Masterplan Report (and various complementary reports) and shall determine and agree the Scope of Works required for the remainder of the project.

The successful bidder shall then compile their own Inception Report for the appointed scope for works.

Stage 3 – Design Development (also termed detailed design)

The Successful Bidder shall develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and program for the project.

The professional services shall include:

1. Review documentation & program with NKOMAZI SEZ SOC and other consultants involved.
2. Arrange, attend and administer design and consultants' meetings and generate and circulate minutes.
3. Incorporate NKOMAZI SEZ SOC's and government authorities' detailed requirements into the design.
4. Designs must comply with applicable engineering and code of practice and "world's best practice" standards (ECSA, CESA, SANS and comparable with other SEZs in the country, etc.).

5. Incorporate other consultants' designs and requirements into the design.
6. Prepare design development drawings including draft technical details and specifications.
7. Review and evaluate design and outline specification and exercise cost control.
8. Prepare detailed estimates of construction cost.
9. Liaise, co-operate and provide necessary information to the NKOMAZI SEZ SOC and other consultants involved.
10. Submit the necessary design documentation to local and other governmental and statutory authorities for approval.
11. Provide preliminary construction program.
12. Provide engineering design calculations as necessary.
13. Compile and submit Design Development report to Client for approval.

Deliverables will typically include (but not be limited to):

1. Design development drawings.
2. Draft design specifications.
3. Local and other governmental and statutory authority submission drawings and reports.
4. Submission of the requisite approvals as required for construction commencement.
5. Detailed construction cost estimates.

Stage 4 – Documentation and Procurement (Also known as Working Drawing and Bid Stage)

The respondent shall prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

The professional services shall include:

1. Arrange, attend and administer design and consultants' meetings and generate and circulate minutes.
2. Prepare final specifications and preambles for the works.

3. Accommodate and coordinate services designs (including that of other professional service providers).
4. Generate Bills of Quantities for the project
5. Prepare check cost estimates and adjust designs and documents, if necessary, to remain within budget (value engineering). Submit revised cost estimate to the NKOMAZI SEZ SOC for approval prior to bid process. (NKOMAZI SEZ SOC reserves the right to request the unit rate breakdown).
6. Review designs, drawings and schedules for compliance with approved budget.
7. Formulate the procurement strategy for bidding or assist the NKOMAZI SEZ SOC where relevant.
8. Prepare bid documentation for contractor procurement.
9. Bid documents to include related environmental and social plans (EIAs, EMPs, etc).
10. Bid documents to include related occupational health and safety risk identification-, risk assessment and OHS specifications to comply with as provided by the NKOMAZI SEZ SOC's Occupational Health and Safety Agent, as contemplated in Section 5(1) of the Construction Regulations 2014, promulgated in terms of the Occupational Health and Safety Act 85 of 1993.
11. Ensure that required construction methodologies, project plans, works program, etc. needed to be included in bid submission are requested in the bid procurement documentation.
12. Call for bids and/or negotiation of prices and/or assist the NKOMAZI SEZ SOC quantity surveyor where relevant.
13. Arrange and administer bidders' site clarification meeting.
14. Liaise, co-operate and provide necessary information related to the procurement process to NKOMAZI SEZ, their associates and the other consultants as required.
15. Evaluate bids received and generate a bid adjudication report for submission to NKOMAZI SEZ SOC.
16. Prepare contract documentation for signature and circulate for signature, make copies and circulate signed document to all parties.
17. Assess samples and products for compliance and design intent.

18. Assist in pricing, documentation and bid evaluation as required when the detailed services for these activities are provided by others (e.g., EPC work components falling under provisional sums in Bills of Quantities).
19. Obtain the necessary authorizations for the implementation of the project and to include, but not limited to, the following:
 - Environmental authorisations
 - Environmental management plans
 - Social plans – by Council and NKOMAZI SEZ, etc.
 - Municipal Council Approval of drawings, designs and technical reports
 - NKOMAZI SEZ approval of drawings, designs and technical reports
 - SANRAL
 - Mpumalanga Provincial Government Department of Public Works, Roads and Transport.
 - Various wayleaves required for working in different road authority road reserves

Deliverables will typically include (but not be limited to):

1. Final specifications
2. Services co-ordination
3. Working drawings
4. Budget construction cost estimate (within 10%)
5. Bid documentation
6. Bid evaluation report
7. Bid recommendations
8. Priced bid documentation
9. Assistance with Contractor appointment

Stage 5 – Contract Administration and Site Inspection Services

The respondent shall manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

The professional services shall include:

1. Arrange, attend and administer site handover
2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for NKOMAZI SEZ SOC decision-making.
6. Arrange, attend and administer technical and progress meetings. Prepare and circulate meeting minutes expeditiously thereafter.
7. Inspect the works for conformity to contract and specification documentation.
8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractor.
10. Assist in the adjudication/resolution of contractual claims by the contractor.
11. Maintain a financial control system. Provide monthly cost reports.
12. Clarify details and descriptions during construction as required.
13. Prepare valuations for monthly payment certificates to be issued to NKOMAZI SEZ SOC.
14. Witness and review of all tests, mock-ups/sample work carried out on site.
15. Check and approve contractor drawings for compliance with contract documents.
16. Update and issue drawing register fortnightly.
17. Issue contract instructions as and when required.
18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.

19. Inspect the works and issue practical completion and defects lists.
20. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.
21. Provide project management and engineering site monitoring of contractors appointed by the NKOMAZI SEZ, on all works under the project.
22. Site monitoring shall include both level1 (normal services) and level 3 (additional services) type services.

Deliverables will typically include (but not be limited to):

1. Schedules of predicted cash flow
2. Construction documentation
3. Drawing registers
4. Minutes of monthly (and other) site meetings
5. Progress Reports
6. Estimates for proposed variations and completion of variation order documentation
7. Contract instructions
8. Financial control reports (monthly)
9. Valuations for payment certificates (monthly)
10. Progressive and draft final accounts
11. Practical completion and defects list
12. Contract completion certification
13. All statutory certification and certificates of compliance as required by the local and other statutory authorities, including, but not limited to services clearances required for town planning processes.

Stage 6 – Close-Out

The respondent shall fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

The professional services shall include (but not be limited to):

1. Inspection and verification of the rectification of defects.
2. Receival, comment and approval relevant payment valuations and completion certificates.
3. Preparation and/or procurement of operations and maintenance manuals, guarantees and warranties.
4. Preparation and/or procurement of as-built drawings and documentation.
5. Finalisation of the quality control file.
6. Conclusion of the final accounts where relevant.
7. Defects liability period inspections and administration.
8. Final acceptance certification at end of defects liability period once all contractor's obligations have been met.

Deliverables will typically include:

1. final remeasure and valuations for payment certificates
2. works and final completion lists and certifications
3. operations and maintenance manuals, guarantees and warranties
4. as-built drawings and documentation
5. submission for- and receipt of council and other governmental organisation approvals/clearances for furthering the town planning processes
6. Contract instructions related to any defects noted during the defects liability period
7. Final acceptance certification at the end of defects liability period

Part B: Additional Services

1. Level 3 Full-time Construction Monitoring:

Provision of Level 3 Full-time Construction Monitoring (full-time staff resident on site for the duration of the works and paid for by the NKOMAZI SEZ SOC as an additional service) as contemplated under clause 3.3.2 of the Engineering Council of South Africa's Guideline Scope

of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000). March 2021:

Amongst other duties, full-time construction monitoring staff must:

1. Maintain a full-time presence on site to constantly review samples of materials and work procedures for conformity to contract and specification documentation and drawings and to witness compliance testing required in terms of the contract/specifications.
2. Provide design/ technical clarification to the contractor as necessary.
3. Review completed work prior to covering up, or on completion, as appropriate.
4. Provide such administration of the project as necessary, on behalf of the NKOMAZI SEZ SOC.
5. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the NKOMAZI SEZ SOC.

2. Engineering Project Management Services:

As the appointed bidder will be the sole professional service provider it is required that he/she provides the necessary project management services related to the project in order to effectively carry out such administration and management duties as required by the project, on behalf of the NKOMAZI SEZ SOC. Provision of Project Management Services will be as contemplated in Clause 3.3.6 of the Engineering Council of South Africa's Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000). March 2021

7. **PROJECT TIMELINES:**

The **appointment** would be for a **period** of **22 months** from the date of signing the service level agreement.

8. **APPLICABLE SPECIFICATIONS AND STANDARDS**

The following standards and specifications will, amongst others, be applicable:

- Guidelines for human settlement planning and design: The red book

- SANS 2001 Standard Specification for Civil Engineering Construction
- SANS 1200 Standardised specification for Civil Engineering Construction
- SANS 10100 Structural Use of Concrete Part 1 & 2
- SANS 10162 The structural use of Steel
- Occupational Health and Safety Act 1993
- Construction Regulations of 2014

9. TIME FRAMES / MILESTONES

Due to development pressures, this project will be subject to serious time constraints. A project execution plan must be developed and submitted with a Work Breakdown Structure and Resource Allocation Plan which will be evaluated in terms of its alignment with the prescribed program.

The following are relevant:

- Completion of all professional services up to and including **Stage 4 – Documentation and Procurement** within **four (4) months** from the date of appointment and SLA being signed.
- Completion of all professional services for **Stages 5 and 6 (Contract Administration/ Site Monitoring Services and Project Close Out)** within **eighteen (18) months** from the date of the service provider being given a written contract instruction to continue with Stages 5 and 6.
- The contract related to these Terms of Reference may be implemented in phases in consultation with the NKOMAZI SEZ SOC.
- The appointed Bidder is expected to **commence immediately upon appointment and conclusion of service level agreement** and to submit the inception report two weeks after appointment date for input and comments of the Employer and other relevant stakeholders.
- During the execution of the works appointed for, the successful Bidder is expected to **attend progress report meetings** with the project implementation committee established in consultation with NKOMAZI SEZ SOC Internal Project Manager, on an as and when required basis.

NB: NKOMAZI SEZ SOC reserves the right to modify the quantities and identify which areas are priority in terms of deliverables.

10. SITE BRIEFING

There shall be **compulsory site briefing at 10:00 on the 26th August 2024** on the site, at the intersection of the SANRAL N4 highway and R571 (Rissik Street, Komatipoort) at the open area adjacent to the SASOL Fuel Station and Presentation at the Nerderduitsch Hervormde Kerk, corner Liebenberg & Wildebeest in Komatipoort.. All Bidders who did not attend the Compulsory Site Briefing and Presentation shall automatically be disqualified.

11. TECHNICAL EVALUATION CRITERIA

A technical capacity evaluation will first be conducted. A table with various technical aspects will be required to be completed by potential bidders. The bidders will be scored out of 100 possible points against the information entered by the bidders into the table.

Only bidders who attain a minimum of 70 points on Functionality will qualify to proceed for further evaluation on Price and Preference points.

12. EVALUATION CRITERIA

Proposals will firstly be evaluated for as follows: -

- 1st Administrative Compliance
- 2nd Mandatory Requirement (pre-qualification criteria)
- 3rd on Functionality
- 4th on Price & Preference Points (for bidders who met the minimum required functionality points of 70)

1st Stage - ADMIN COMPLIANCE

Administrative compliance will cover all the requirements as per bid document which include review of completion of all submission documents, of all compulsory required information and adherence to the bid invitation including attendance to compulsory briefing session. The required compulsory documentation is listed in Part B: Bid Document, Section 4. Bid Submission Returnable Documentation.

2nd STAGE – MANDATORY REQUIREMENTS (PRE-QUALIFICATION CRITERIA)

- 1) A **Senior Civil Engineer** who shall also act as the **Principal Agent** *must be registered with ECSA as a Pr.Eng or a Pr.Tech.Eng. (Pr.Techni or any candidate registration shall not be accepted).*
- 2) A **Civil Engineer** *must be registered with ECSA as a Pr.Eng or a Pr.Tech.Eng. (Pr.Techni or any candidate registration shall not be accepted).*
- 3) A **Senior Civil Engineering Project Manager** *must be registered with both ECSA and SACPCMP. ECSA registration may be as a Pr.Eng or a Pr.Tech.Eng. (A Pr.Techni or any candidate registration shall not be accepted). SACPCMP registration must be as a Professional Project Manager, not as a candidate.*
- 4) A **Senior Civil Engineering Resident Engineer** *must be registered with ECSA as a Pr.Eng or Pr.Tech.Eng. (Pr.Techni or any candidate registration shall not be accepted).*
- 5) An **Assistant Civil Engineering Resident Engineer** *must have a least a B.Tech.Eng, B.Eng or B.Sc.Eng qualification. (A Nat.Dip diploma will not be accepted).*

Bidders must attach copies of appropriate qualifications and professional registration certificates and must in good standing at the time of bid submission.

NB: A bidder that does not meet all the required mandatory requirements (pre-qualification criteria) or does not provide the necessary qualifications and/or professional registration proof documentation as stated above **will be disqualified** and will not be assessed for next stage of evaluation.

3rd STAGE – FUNCTIONALITY

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIM UM POINTS	POINTS SCORE D
1. METHODOLOGY & PROPOSAL	➤ Comprehensive proposals must be submitted addressing all the requirements as per bid scope.	30	

➤ Bidders must clearly demonstrate methodology of project implementation proposal submitted. This must cover : • Initiating process (0-3) • Planning process (0-3) • Executing process (0-3) • Monitoring and controlling process (0-3) • Closing process (0-3) ➤ The bidder must further demonstrate how these processes shall be managed: • Cost management and reporting (0-3) • Program schedule management (0-3) • Quality management (0-3) • Resource management (0-3) • Risk management (0-3)	➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within the timeframe (4 months design and 18 months construction monitoring and close out). <i>NB: Scores given for the different bullet point items listed in the Methodology & Proposal section submission shall range between 0 and 3 and will be scored according to the quality of the information included for each item.</i> <i>Should no methodology and/or milestone information be provided for any of the bullet point items, the Bidder will be scored zero (0) for each of the specific items for which no submission has been provided.</i>		
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2. EXPERIENCE OF THE BIDDING ENTITY <u>Each</u> project listed to include a Letter of Appointment (LoA) OR a Purchase Order (PO) for Professional Services related to Township Roads /Stormwater/Potable Water/Sewer Infrastructure Planning, Design and Construction Monitoring with a Professional Fee Value of <u>R9Million (Incl. Vat)</u> or above and each must be accompanied by a Final Completion Certificate which specifically states the Final Construction Value as well as completion dates for the project. Alternatively, a signed Letter of Satisfaction (Reference Letter) from the Client confirming that the service was satisfactorily completed with dates, construction and professional fee values confirmed • 1 appointment letter or PO with completion certificate submitted = 7 points • 2 appointment letters or POs with 2 completion certificates submitted = 14 points • 3 appointment letters or POs with 3 completion certificates submitted = 21 points • 4 appointment letters or POs with 4 completion certificates submitted = 27 points • 5 appointment letters or POs with 5 completion certificates submitted = 35 points	Appointment Letters <u>OR</u> Purchase Orders (P.O.'s) each indicating the professional services appointment value (not construction contract value) of R9Million Incl Vat or above for relevant engineering services, each accompanied by a final completion Certificate for the Main Construction Contract or, alternatively a Reference Letter from the Client confirming that the service was successfully completed by the Bidder and to include completion dates as well as construction and professional fee values and project description and location. (<u>Completion Certificate must be a Final Completion Certificate</u>) NB: An appointment letter or purchase order without a final completion certificate shall <u>not</u> be considered	35	
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3. EXPERIENCE OF KEY PERSONNEL & QUALIFICATIONS FOR RESOURCES ASSIGNED TO UNDERTAKE THE WORKS Please provide detailed CVs (with contactable references details) of proposed team, copies of qualifications, registration with relevant professional bodies and certified ID documents for the following: - 1) Resident Engineer 2) Assistant Resident Engineer 3) Senior Civil Engineer 4) Civil Engineer 5) Senior Project Manager (NB: maximum 7 points to be allocated per resource person) Resident Engineer ○ 10 years' experience & above post professional registration = (7 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ 1-3 years' experience post professional registration = (2 points)	<i>Bidders to attach detailed CVs, Copies of Qualifications including respective Professional Registrations, Copies of Certified Identity Documents and the Organogram of the Technical Team.</i> NB: The organogram must clearly indicate the role of each professional team member. Professional Registration: Resident Engineer = ECSA as a Pr.Eng or Pr.Tech.Eng only. A Candidate registration or Pr.Techni registration will not be considered and will be awarded zero (0) points	35	
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○ Less than 1 years' experience post professional registration = (1 point) Assistant Resident Engineer ○ 5 years' experience & above post graduation = (7 points) ○ More than 3 years to below 5 years' experience post graduation = (5 points) ○ More than 1 years to below 3 years' experience post graduation = (3 points) ○ Less than 1 years' experience post graduation = (1 point) Senior Civil Engineer ○ 10 years' experience & above post professional registration = (7 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 point) ○ Less than 3 years' experience post professional registration = (1 point) Civil Engineer	<i>Assistant Resident Engineer = Must have B.Tech, B.Eng or B.Sc.Eng. A Nat.Dip will not be accepted and will be awarded zero (0) points.</i> <i>Senior Civil Engineer = ECSA as a Pr.Eng or a Pr.Tech.Eng only. A Pr.Techni registration or Candidate registration will not be considered and will be awarded zero (0) points</i>		
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○ 5 years' experience & above post professional registration = (7 points) ○ More than 2 years to below 5 years' experience post professional registration = (5 points) ○ 1-2 years' experience post professional registration = (3 points) ○ Less than 1 years' experience post professional registration = (1 point)			
Senior Engineering Project Manager ○ 10 years' experience & above post professional registration = (7 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ Less than 3 years' experience post professional registration = (1 point)	<i>Civil Engineer = ECSA as a Pr.Eng. or a Pr.Tech.Eng only.</i> <i>A Pr.Techni registration or Candidate registration will not be considered and will be awarded zero (0) points</i> <i>Project Manager = both ECSA and SACPCMP required. ECSA registration may be Pr.Eng or Pr.Tech.Eng only.</i> <i>A Pr.Techni or any candidate registration shall not be accepted and will be awarded zero (0) points.</i> <i>SACPCMP registration must be Pr.CPM, <u>not</u> as a candidate else will be awarded zero (0) points</i>		
TOTAL POINTS		100	
MINIMUM THRESHOLD		70	

Additionally, should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the same prequalification requirements, and such can only be done after the Client Internal Project Manager Approval and there should be sound, clear and convincing motivation for such by the appointed service provider.

4th STAGE – PRICE AND PREFERENCE POINTS

Thereafter, the **fourth stage** of evaluation will be according to the preference points claimed for specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system). Bids will be evaluated in terms of 80/20 Preference Points System. All bid offers of bids who met the minimum threshold of 70 points for Stage 3 Functionality, shall be evaluated based on the following criteria:

1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on pro-rata basis. Pricing should be indicated in South African Rand, all-inclusive.
2. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals.
3. Valid B-BBEE Level Certificates verified by SANAS, valid B-BBEE certificate issued by Companies and Intellectual Property Commission (CIPC) or sworn affidavit attested by Commissioner of Oath.
4. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
5. Failure to attached Valid B-BBEE Level Certificates verified by SANAS or sworn affidavit attested by Commissioner of Oath will lead to the bidders not being awarded specific goals.
6. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

7. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
8. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
9. Points will be awarded to a bidder for attaining the specific goals in accordance with the table below.
10. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million. (Valid B-BBEE certificate or B-BBEE affidavit as evidence of claiming points).

Description (Specific goals)	Number of points (20)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10 points
Enterprises that are at least 51% women-owned	5 points
Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises that are at least 51% owned by Youth	2 points
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1 point
Total points	20 points

11. Bidders who do not submit B-BBEE verification certificate or a Sworn affidavit will not qualify for preference points, therefore points attributed to specific goals will not be awarded.
12. A pdf document “*B-BBEE Educational Material 6 Joint Venture Requirements*” is included in the share folder and provides guiding principles for the measurement of joint ventures within the context of B-BBEE. The link to the share folder as follows:

<https://drive.google.com/drive/folders/1X5qJxVelmFST0SjvGZeone95Q8fk27-o?usp=sharing>

13. CONTRACTING & CONTRACT MODULE

- The Contract between the appointed Professional Engineer and the Employer (NKOMAZI SEZ SOC) shall be governed by the **NEC 3 Professional Services Contract**, duly completed and signed by both parties. The appointed Professional Consulting Engineer service provider shall provide the NKOMAZI SEZ SOC with a Copy of such.
- The appointed Professional Consulting Engineer service provider the necessary PI Insurance with the **PI Insurance Limit** being set at **two (2) times the value of the professional fees applicable to the appointment** and shall apply for each and every claim. The **time limit** on the professional indemnity insurance provided shall be **10 years**.

For the purposes of this Bid however, the Bidder must provide **proof of current PI Insurance** (not necessarily to the value as stated above, which will only be required to be in place after the appointment of the service provider).

- The successful Bidder will be obliged to conclude a **Service Level Agreement (SLA)** with NKOMAZI SEZ SOC as per the terms and conditions as set out in the bid document. In case of **conflict** between the SLA and the **Contract Data**, the **Contract Data shall govern**.
- NKOMAZI SEZ SOC reserves the right to amend the agreement prior to finalisation thereof between the parties. NKOMAZI SEZ SOC shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. It will be included in the bid conditions that upon bidders submitting a bid, they agree to the principal that their bids have been submitted in accordance with the conditions contained in the bid document.
- The Successful Bidder shall carry out full services that include, but are not limited to, assessments, designs, plans and investigations required, collect all data relevant to the project, identify limitations, investigate options for the proposed development, and identify mechanical, electrical and civil works interface requirements, review concept designs and thereafter produce detailed designs and compile required reports, obtain approval of drawings from Nkomazi Local Municipality and the NKOMAZI SEZ SOC, interface and cooperate with the NKOMAZI SEZ SOC internal project managers and provide contract administration, resident engineering and engineering project management services.
- The Bidders must have adequate resource capacity to investigate, design and manage the entire project.
- The broad scope of services required shall be in accordance with the relevant sections of Government Gazette, Vol 669, 26 March 2021 No. 44333: Guideline professional fees (Scope

of services and tariff of fees for persons registered Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

PART B: BID DOCUMENT

1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM					
BID NUMBER:	EDT/051/24/MP	CLOSING DATE:	06 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini., SIYABUSWA, Old Building No. 1. Job Skhosana Street, Siyabuswa, 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr QZ Sobahle		CONTACT PERSON	Mr. Francois Bain	
TELEPHONE NUMBER	013 766 4047 / 4193		TELEPHONE NUMBER	060 476 6069	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sobahleq@mpg.gov.za		E-MAIL ADDRESS	francoisb@idc.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

PART B: BID DOCUMENT

2. BID DATA

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

3. BID RULES

- 3.1 Bidders should note that a non-refundable deposit is not required to obtain bid documents for electronic copies of the Bid document, downloaded from the
- 3.2 Documents should strictly be completed in black ink only by the bidder. Mistakes made by the bidder on the documents shall not be erased with correcting fluid. A line should be drawn through the incorrect entry and the correct information included next to that. The bidder must initial information on the line drawn. If not done accordingly, the bid shall be disqualified. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 3.3 The **pricing schedule must be fully completed and signed**; else the Bidder will be excluded for further evaluation. Rates shall be summed up on the summary page and VAT must be added to produce the Total Bid Amount. The Total Bid Amount must be transferred to the Form of Offer and Acceptance.
- 3.4 Value Added Tax at 15% must be included in their pricing. If a bidder is not registered with SARS for VAT purposes and is awarded the Contract, the value of which is above the threshold required for registration as a VAT Vendor, the successful bidder must submit proof that the Bidder has applied for VAT Vendor registration within 14 days of the signing of the contract with the Department, failure of which shall result in the VAT not being paid to the successful bidder.
- 3.5 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 3.6 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves a right not to appoint the lowest or any bidder.
- 3.7 Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.
- 3.8 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves the right to cancel or withdraw this bid if:
 - 3.8.1 Due to changed circumstances, there is no longer a need for these services;
or
 - 3.8.2 Funds are no longer available to cover the total envisaged expenditure; or
 - 3.8.3 No acceptable bids are received; or

3.8.4 There is a material irregularity in the Bid Process.

- 3.9 In the case of sub-contracting or joint venture agreement, Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, will enter into a single contract with the principal bidder.
- 3.10 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves the right to call interviews with short-listed bidders before final selection.
- 3.11 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves the right to, at its sole discretion, seek clarification and/or further supporting information from any or all bidders, during the bid adjudication process. During this process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought by the Bidder, offered or permitted by the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC,.
- 3.12 Without limiting the generality above, the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, may, in its sole discretion:
- 3.12.1 Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- 3.12.2 Require or seek out confirmation from other parties of information furnished by a Bidder.
- 3.13 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 3.14 Bidders shall be registered on the Department of National Treasury's Central Supplier Database (CSD) and a printout of the CSD Registration Report showing the company's current status must be included in the bid. This document must indicate Vat and Tax Registration status and current tax compliance as well as company registration number information.
- 3.15 The successful bidder will be required to sign a Service Level Agreement (SLA).

- 3.16 Notwithstanding any omissions and/or inconsistencies, if any, in this TOR's specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 3.17 Bid documents should be deposited in the bid box situated at one of the following venues on or before the 06th September 2024 at 12h00 which is the closing date and time for this bid:
- MBOMBELA: Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200.
 - PIET RETIEF: No. 11 Measroch Street, Piet Retief Office.
 - KWAMHLANGA: KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre.
 - EVANDER: 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280.
 - BUSHBUCKRIDGE: Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building).
 - MIDDELBURG: Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
 - MALELANE: 24 Air Street, Malelane.
 - ELUKWATINI: Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.
 - SIYABUSWA: Old Parliament Building No.1 Job Skhosana Street, Siyabuswa, 0472
- 3.18 This request for bid document contains confidential information about NKOMAZI SEZ, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC,
- Any reproduction or transmission of information contained in this document, except for the sole purpose of responding to this bid, is strictly prohibited.
- 3.19 References to NKOMAZI SEZ SOC, NKOMAZI SEZ or NSEZ must not be made in any literature, promotional material and/or brochures or sales presentations without the

express written consent of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC.

- 3.20 It is the responsibility of the bidder to ensure that Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, receives and can open and process a complete proposal.
- 3.21 No assignment or fronting will be allowed. A bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled, and any costs borne shall be for the account of the defaulting service provider. These costs shall include the costs of appointing another service provider to complete the work and any professional and legal services required to enable this and will include expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.
- 3.22 Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the joint venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.
- 3.23 All bids will be valid for 120 days after closing date. In cases where the bidders fail to sign the Service Level Agreement and/or Contract Document or fail to produce the required proof of PI Insurances within the required time, or are unable to undertake work given or withdraw during the appointment period, the bidder shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.
- 3.24 Matters related to payment shall be as stipulated in the Bid documentation and as reflected in the Service Level Agreement entered into between the Mpumalanga

Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, and the successful bidder.

3.25 The Bidder must show **proven experience in the provision of the required professional engineering services** and must provide at least five (5) contactable references in this regard showing **a minimum professional fee value of R9 Million (Incl. 15% Vat) per completed** design and site monitoring project and where projects were for similar engineering disciplines (External Bulk Internal Civil Engineering Services Infrastructure). Completion Certificates must be provided and must reflect the final certified construction value and completion date. Alternatively, reference letters from Clients may be provided and must have contact details, be on the Clients' letterhead, have a summary of completed relevant project(s), have completion dates and have the professional fee value (which must be more than that stipulated as a minimum in the scope of this bid document).

3.26 Repudiation of Bid or Invalidation of Contract - If the Employer is satisfied that the Bidder or any person being an employee, partner, director or shareholder of the Bidder or a person acting on behalf or with the knowledge of the Bidder:

3.26.1 has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a contract;

3.26.2 has acted in a fraudulent or corrupt manner in obtaining or executing a contract;

3.26.3 has approached an officer or employee of the Employer or Engineer with the object of influencing the award of a Contract in the Bidder's favour;

3.26.4 has entered into any agreement or arrangement, whether legally or binding or not, with any other person, firm or company.

3.26.4.1 to refrain from Bidding for this Contract;

3.26.4.2 as to the amount of the Bid to be submitted by either party;

3.26.4.3 has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of this proposed Bid;

the Employer may, in addition to using other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.

Should this occur, the bidder who's bid has been repudiated shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This

shall not apply if the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

- 3.27 Should the Bidder provide false information or misrepresentation on the Bidder's Disclosure Documentation (in Section 5 of the Bid Data), such bidder shall immediately be disqualified.
- 3.28 The Employer does not bind himself to accept the lowest or any Bid and reserves the right to accept the whole or in part of the Bid. No reason for the acceptance or rejection of any Bid will be given.

4. BID SUBMISSION RETURNABLE DOCUMENTATION

The format of the bid proposals to be submitted shall comprise cover letter and the following documents:

- 4.1 For the purposes of **Administrative Compliance** and **Mandatory Compliance, Compulsory** returnable bid documentation, fully completed and signed are as follows:
- 4.1.1 Invitation to bid.
 - 4.1.2 Bidder's Disclosure – completed and signed
 - 4.1.3 Bid Data – must be completed in full and signed by the authorised representative.
 - 4.1.4 Part C: Pricing Data & Form of Offer.
 - 4.1.5 Part D: Contract Data.
 - 4.1.6 Print out (not older than 30 days) of Department of National Treasury's Central Supplier Database (CSD) Registration Report showing the company's current Vat and Tax registration status / current tax compliance / company registration number information or, alternatively, bidders must submit their CSD reference numbers (MAAA.....) together with their Bids. In the case of JVs or Consortiums, each JV/Consortium member company must provide their own CSD report or reference number.
 - 4.1.7 A resolution by Board of Directors for signatory to act on behalf of bidding company.
 - 4.1.8 A resolution by Board of Directors of each partner company for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.

4.1.9 Joint Venture/Consortium Agreement and Power of Attorney in case of Joint Ventures/Consortiums.

4.1.10 Only persons duly authorized by a company shall sign the documents that are to be submitted as part of this Bid. A Resolution by Board of Directors for signatory to act on behalf of bidding company is required. In the event of a Joint Venture / Consortium being the bidding entity, each partner company must provide a Resolution by Board of Directors for signatory to act on behalf of their company as part of the bidding entity.

4.1.11 In terms of joint Ventures / Consortiums, a document of establishment of the venture should accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

4.1.12 Proof of Professional Indemnity (PI) Insurance.

4.1.13 Certified copies of appropriate qualifications and/or registration documentation (and proof of paid-up membership) with discipline relevant recognized South African Built Environment Professional Organization (s) as specified in Part A: Terms of Reference & Scope of Works.

4.1.14 Proof of attendance of compulsory site briefing meeting.

Should a bidder not comply with any one of these above requirements, the bidder shall be disqualified.

4.2 The following documentation is **not compulsory** but is recommended:

4.2.1 Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022 and BBBEE certification. However, should this form not be completed in full, the Bidder shall be scored Zero (0) in terms of Preference Points.

4.2.2 Company/CC/Trust/Partnership registration certificates.

4.2.3 Tax Compliance status Pin.

4.2.4 VAT Registration Certificate from South African Revenue Services (SARS).

4.2.5 Entity/JV Partner(s) company profile (prospectus) that illustrates the core business, services offered, company profile and staff compliment.

4.2.6 Summary Table of verifiable previous projects with contact details of the project owners, completion dates and final professional fee- and construction cost values.

4.2.7 Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects submitted to show previous relevant experience and appropriate final construction costs/professional fee values

or;

reference letters from Clients with contact details on company letterhead of previous projects listed as relevant experience and including completion dates and appropriate final construction costs/professional fee values.

4.2.8 Comprehensive works methodology and implementation plan.

4.2.9 Comprehensive Gantt chart type program.

A list of Returnable Documents is attached as Annexure A.

5. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Bid Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

- 2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND
COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

6. FORM SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

The applicable preference point system for this tender is the **80/20** preference point system

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at

- the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_S = 80 \left(1 - \frac{P_t - P}{P} \right)$	or	$P_S = 90 \left(1 - \frac{P_t - P}{P} \right)$

Where

- P_S = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_S = 80 \left(1 + \frac{P_t - P}{P} \right)$	or	$P_S = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)$

Where

- P_S = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10	
Enterprises that are at least 51% women-owned	5	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises that are at least 51% owned by disabled persons	2	
Enterprises that are at least 51% ownership by Youth	2	
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1	
Total points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

7. FORM OF OFFER AND ACCEPTANCE

7.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

“BID NO. EDT/051/24/MP - APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (SEZ)

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto and by submitting this Offer has accepted the Bid Conditions (Bid Rules).

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *Conditions of Contract* identified in the Contract Data.

The offered total of the Prices <u>exclusive</u> of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices <u>inclusive</u> of 15% VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the schedule of deviations (if any) to the tenderer before the end of the period of validity stated in the tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name &
Signature of
Witness**

Date:

7.2 ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the parts above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

The preferred Bidder will be obliged to conclude a Service Level Agreement (SLA) with the Employer as per the terms and conditions as will be set out in the bid document. Should there be conflict between this Form of Offer and Acceptance and the Service Level Agreement, the latter shall govern.

For the Employer

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name &
Signature of
Witness**

Date _____

7.3 SCHEDULE OF DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter, whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement, shall have any meaning or effect in the contract between the parties arising from this agreement.

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

(Name and address): _____

Name and _____

Date: _____

Signature of witness _____

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

PART C: PRICING DATA

Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder'. Show VAT payable by the employer separately as an addition to the bided total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment. State the rates and prices in Rand unless instructed otherwise in the bid data.

1. PRICING SCHEDULE

The following compulsory Pricing Schedule is to be completed as part of the Bid:

PRICING SCHEDULE SECTION A: PLANNING, DESIGN, PROJECT MANAGEMENT & CONTRACT ADMINISTRATION (ECSA Stages 1 to 6) PROFESSIONAL FEE						
COMPONENT:						
Item	Infrastructure Component				Construction Cost Estimate (Excl Vat; Incl P&G's)	Professional Fee Bid (Excl Vat) (R c)
A	<u>INTERNAL ROADS, STORMWATER, POTABLE WATER AND SANITATION INFRASTRUCTURE</u>					
A1	Internal Roads and Stormwater				R130 000 000.00	
A2	Internal Potable Water Infrastructure				R11 000 000.00	
A3	Internal Sanitation Infrastructure				R15 000 000.00	
A4	Internal Data and Security Sleeves, Draw Boxes, etc Infrastructure				R5 200 000.00	
	Subtotal Construction Cost Estimate (Excl Vat):				R161 200 000.00	
		Unit	Quantity	Rate (Excl Vat) (R c)		
A5	Site Specific Detailed "Phase 2 Type" Geotechnical Investigation for all works sites	Prov Sum	-	-		R120 000.00
A6	Extra Over to Item A5 for profit, overheads, attendance and charges	%	-			
A7	Site Specific Detailed Topographical Survey for all works sites	Prov Sum	-	-		R150 000.00
A8	Extra Over to Item A7 for profit, overheads, attendance and charges	%	-			
SUBTOTAL PART A: PLANNING, DESIGN, PROJECT MANAGEMENT & CONTRACT ADMINISTRATION (ECSA Stages 1 to 6) PROFESSIONAL FEE COMPONENT (Excl Vat) - Carried forward to Section D: Summary						R

<u>PRICING SCHEDULE SECTION B: ADDITIONAL SERVICES: PHASE 1 INTERNAL CIVIL SERVICES LEVEL 3 FULL-TIME SITE MONITORING (ECSA STAGES 5 TO 6) FEE COMPONENT:</u>						
Item	Infrastructure Component	No off	Rate/month (R c)	Total Per Month (R c)	No Months	Total (Excl Vat) c) (R
B	<u>Level 3 Full-time Site Monitoring Team</u>					
	<u>PHASE 1: INTERNAL ROADS, STORMWATER, POTABLE WATER AND SANITATION INFRASTRUCTURE</u>					
B1	Snr Resident Engineer	1			18	
B1	Junior Resident Engineer	1			18	
<u>SUBTOTAL PART B: ADDITIONAL SERVICES: LEVEL 3 FULL-TIME SITE MONITORING (ECSA STAGES 5 TO 6) FEE COMPONENT (Excl Vat) - Carried forward to Section D: Summary</u>						<u>R</u>

PRICING SCHEDULE SECTION C: DISBURSEMENT COMPONENT:						
Item	Infrastructure Component	km/month	Rate/km (R c)	Total Per Month (R c)	No Months	Totals (Excl Vat) (R c)
C	<u>INTERNAL ROADS, STORMWATER, POTABLE WATER AND SANITATION INFRASTRUCTURE</u>					
	<u>Part 1: Travel Disbursements</u>					
	<u>Design Phase</u>					
C1	Project Manager				4	
C2	Civil Engineer				4	
	<u>Construction Phase - Travel for Level 1 Site Monitoring and Project Management</u>					
C3	Project Manager				18	
C4	Civil Engineer				18	
	<u>Level 3 Travel for Full-time Site Monitoring Team</u>					
C5	Snr Resident Engineer				18	
C6	Junior Resident Engineer				18	
	<u>Part 2: Accommodation Disbursements</u>					
C7	Snr Resident Engineer				18	
C8	Junior Resident Engineer				18	
	<u>Part 3: Cellphone and data allowance for Site Staff Communications</u>					
	Snr Resident Engineer				18	
C9	Junior Resident Engineer				18	
C10	<u>Part 4: Printing, plotting, binding, etc. disbursements</u>					
		No off	Rate (R c)	Cost (R c)		
	<u>Printing and plotting</u>					
C11	A0 Paper	500				
C12	A1 Paper	1000				
C13	A2 Paper	50				
C14	A3 Paper	500				
C15	A4 Paper	5000				
C16	A3 and A4 Binding	50				
<u>SUBTOTAL PART C: DISBURSEMENT COMPONENT (Excl 15% Vat) - Carried forward to Section D: Summary</u>						R

PRICING SCHEDULE SECTION D: SUMMARY	
COST SUMMARY	BID TOTALS: R c
<u>PHASE 1 INTERNAL ROADS, STORMWATER, POTABLE WATER AND SANITATION INFRASTRUCTURE</u>	
SUBTOTAL PART A: PLANNING, DESIGN, PROJECT MANAGEMENT & CONTRACT ADMINISTRATION (ECSA Stages 1 to 6) PROFESSIONAL FEE COMPONENT	
SUBTOTAL PART B: ADDITIONAL SERVICES: LEVEL 3 FULL-TIME SITE MONITORING (ECSA STAGES 5 TO 6) FEE COMPONENT	
SUBTOTAL PART C: DISBURSMENT COMPONENT	
SUB-TOTAL:	
ADD 15% VAT:	
<u>Total Internal Bulk Infrastructure Design and Site Monitoring Professional Fee Bid (Incl 15% Vat):</u>	R
Total Professional Fee as a Percentage of Estimated Construction Cost of R185,380,000.00 (Incl 15% Vat) :	%

The Bidder's Name: _____

Signature: _____

Date: _____

2. PAYMENT SCHEDULE

The following Payment Schedule will be applicable to the Contract:

Item	Applicable Work Stages/Activities	Fee Per Work Stage (Excl vat)
A	Stage 1 (Concept and Viability) - Confirmation and acceptance of baseline information - Agreement on the final Scope of Works - Submission of project inception Report	10%
B	Stage 2 (Preliminary Design) - Submission of Preliminary Design Drawings	15%
C	Stage 3 (Detail Design) - Submission of Detailed Design Drawings - Obtaining of Clients Approval - Obtaining of Local Authority Approvals	25%
D	- Stage 4 (Bid document and procurement) - Submission of Working Drawings - Submission of Schedule of Quantities for the works - Submission of Terms Or Reference	10%
E	Stage 5 (Construction and Site Monitoring)	30%
F	Stage 6 (Close Out)	10%
G	Site Monitoring Services	Equal Monthly Payments for Construction Duration
H	Project Management Services	Payment as part of Items A to F above

The Bidder's Name: _____

Signature: _____

Date; _____

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR SCOPE VERIFICATION, PRELIMINARY AND DETAILED DESIGNS, COST ESTIMATE GENERATION, CONSTRUCTION PROCUREMENT DOCUMENTATION GENERATION, SITE MONITORING, CONTRACT ADMINISTRATION & PROJECT MANAGEMENT OF INTERNAL ROADS, STORMWATER, POTABLE WATER & SANITATION ENGINEERING SERVICES FOR PHASE 1 NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)

PART D: CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Bidder is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

1. Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	A: Priced Contract with Activity Schedule W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X5: Sectional Completion X7: Delay damages X9: Transfer of rights X10 <i>Employer's Agent</i> X11: Termination by the <i>Employer</i> X18: Limitation of liability Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC

	Address	Registered office at: 1st floor, Nokuthula Simelane Building, Government Complex, Riverside Park, Mbombela	
	Tel No.	013 766 4193 / 4174	
	Fax No.	N/A	
11.2(9)	The <i>services</i> are	Professional Engineering Design, Contract Administration, Site Monitoring and Project Management Services	
11.2(10)	The following matters will be included in the Risk Register	1. Insufficient funds to complete construction 2. Time – the Contractor must plan his work properly to ensure the project is completed within the contract period. Any delays will have a negative impact on subsequent activities that the Employer is planning to undertake.	
11.2(11)	The Scope is in	Part A: Terms of Reference Section 9 Scope of works	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	7 Calendar days	
13.6	The <i>period for retention</i> is	One year following Construction Completion or earlier termination.	
2	The Parties' main responsibilities		
22.1	<i>Key People</i> named in the contract data by the Contractor	If the Service Provider subcontracts work, it should not be more than 25% of the total value of the contract	
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to: <i>Reports per Part A</i> <i>Terms of Reference</i> <i>Section 3 available data</i>	access date: <i>7 Calendar Days</i> <i>after receipt</i> <i>signed form of acceptance</i>

3 Time

31.2	The <i>starting date</i> is.	14 Calendar days after receipt of signed Form of Acceptance
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	4 Months after issue of the LOA up to working drawing stage and completion procurement documentation for design engineering and site monitoring 18 Months for construction monitoring, contract administration and project management of construction contract and project close out
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<u>Condition to be met</u> <u>key date</u> 1. Submission of Project Schedule 14 Calendar days after receipt of signed Form of Acceptance 2. Submission of PI Insurance Policy Schedule 14 Calendar days after receipt of signed Form of Acceptance 3. Kick-Off meeting 7 Calendar days after receipt of signed Form of Acceptance
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	14 Calendar days of the Contract Date.
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four weeks.
4	Quality	
40.2	The quality policy statement and quality plan are provided within	Full ISO Quality Systems compliance. Four weeks of the Contract Date.
41.1	The <i>defects date</i> is	Fifty-two weeks after Completion of the whole

of the services.

41.2 The period of defects correction is 14 calendar days

5 Payment

50.1 The assessment interval is between the 25th day of each successive month.

50.3 The expenses stated by the Employer are:

Item	Amount
• printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i>	As per rate supplied in pricing schedule in submitted bid. Should no item have been included in the pricing schedule in the bid document then in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers and failing that, a market related cost will be negotiated and agreed with The Employer.
• Accommodation where the services necessitate that staff identified in Part 2 of the Contract Data to be accommodated in the respective Municipalities identified by the <i>Employer</i> to perform the services authorized by the <i>Employer</i>	Cost limited indicated in Schedule C of the Pricing Schedule.
• Vehicle travel from Identified District corresponding Identified Municipality to perform the services authorized by the <i>Employer</i>	As per rate supplied in pricing schedule in submitted bid. Should no item have been included in the pricing schedule in the bid document then in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers and

		failing that, a market related cost will be negotiated and agreed with The Employer.
51.1	The period within which payments are made is	30 days after receipt of tax invoice
51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	the prime rate of interest charged by The Employer's Bank at the time an amount payable in SA Rand was due.
6	Compensation events	As per standard NEC3 clause 60.1 apply
7	Rights to material	Clause X9 applies - Copyright in all documents, drawings and records whether manually or electronically produced, which form part of the scope of services to be provided shall vest in the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC. None of the documents, drawings or records may be used or applied in any manner, nor may they be reproduced or transmitted in any form or by any means whatsoever for or to any other person, for any other purpose than for use in this project, without the prior written consent of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC. The service provider will provide the Employer with a full set of Native design documentation.
8	Indemnity, insurance and liability	
80.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are as follows :	

	Event	Cover	The period following Completion of the whole of the works or earlier termination
	Risk of design deficiency and or errors for which events Professional Indemnity would cover.	Two (2) times the value of professional fees applicable to the appointment in respect of each claim, without limit to the number of claims	10 years
	Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also	Until the end of the <i>completion date</i> .
	All risk contract works	Amount of cover to match contract value	

81.1 The Employer provides no insurance cover

81.2 The *Contractor* provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.

9 Termination

As per standard NEC3 clauses 90,91 and 92 shall apply

10 Data for main Option clause

A Priced Contract with Activity Schedule

Refer to "Pricing Schedule" within Part B: Bid Document'

Should the actual construction contract value, based on the appointed contractor's bid value, differ by more than 10% (up or down) from the estimated construction value used in this Bid

	document for the purposes of pricing the design fee component, the total professional fee bid amount (including for planning, design, project management, contract administration, site monitoring and disbursements) shall be adjusted proportionally to the change in percentage in construction value.
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50.4	The <i>exchange rates</i> are those published in	N/A
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11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor Maisels Chambers 4 Protea Place Sandton
	Tel No.	+27 11 320 0600
	Fax No.	+27 (11) 320-0533
	e-mail	info@arbitration.co.za

W1.2(3) The *adjudicator nominating body* is: **the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).**

W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Mbombela, Mpumalanga Province, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	
X1.1	The index is	CPA is not permitted. Refer Clause 10A above dealing with Priced Contract with Activity Schedule
	The staff rates are	Fixed at the Contract Date and are not variable with changes in salary paid to individuals

X2 Changes in the law

X2.1	The law of the project is	Republic of South Africa
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X5 Sectional Completion

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:	stage	description	completion date
		1	Concept and Viability:	14 days after LOA
		2	Preliminary Design:	1 months after LOA
		3	Detail Design:	3 months after LOA
		4	Bid document and Procurement:	4 months after LOA
		5	Construction and Site Monitoring:	18 month construction period
		6	Close Out:	14 calendar days after construction completion

X5 & X7 Sectional Completion and delay damages used together

X7	Delay damages	
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X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	The Consultant pays delay damages at a rate of R18,000.00 (Incl 15% Vat) per calendar day
X9	Transfer of rights	Copyright in all documents, drawings and records whether manually or electronically produced, which form part of the scope of services to be provided shall vest in the Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC. None of the documents, drawings or records may be used or applied in any manner, nor may they be reproduced or transmitted in any form or by any means whatsoever for or to any other person, for any other purpose than for use in this project, without the prior written consent of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC. The service provider will provide the Employer with a full set of Native design documentation.
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for R0.00 (Zero Rand) indirect or consequential loss is limited to:	
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Twice the total of the Prices Defects that are not found until after the <i>defects date</i> is limited to:	
X18.3	The <i>end of liability date</i> is	N/A.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 TAX INVOICES

The *Service Provider's* invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include

the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and the details required by the *Employer* for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by:

The Employer makes each payment within thirty days from the date of receipt (exclusive) of the Service Provider's invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 CESSION DELEGATION AND ASSIGNMENT

- Z2.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z2.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
-

Z3 JOINT VENTURES

- Z3.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z3.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z3.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.
-

Z4 CONFIDENTIALITY

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
-

Z5 WAIVER AND ESTOPPEL: ADD TO CORE CLAUSE 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 PROVISION OF A TAX INVOICE. ADD TO CORE CLAUSE 51

Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number, the particulars of which will be confirmed at the time of acceptance of offer, on each invoice he submits for payment.

Z7 NOTIFYING COMPENSATION EVENTS

Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 *Employer's* limitation of liability

Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 TERMINATION: ADD TO CORE CLAUSE 90.1, AT THE SECOND MAIN BULLET POINT, FOURTH SUB-BULLET POINT, AFTER THE WORDS "AGAINST IT":

Z9.1 or had a business rescue order granted against it.

Z10 DELAY DAMAGES: ADDITION TO SECONDARY OPTION X7 DELAY DAMAGES (IF APPLICABLE IN THIS CONTRACT)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 ETHICS

For the purposes of this Z-clause, the following definitions apply:

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the Consultant, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action
-

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The Employer may terminate the Consultant's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the Consultant did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Employer has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Employer can terminate the Consultant's obligation to Provide the Services for this reason
- Z11.3 If the Employer terminates the Consultant's obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Employer does not have a contractual bond with the Committing Party, the Consultant ensures that the Committing Party co-operates fully with an investigation.
-

Z12 Change Of Specific Goals Status In Terms Of Preferential Procurement Regulations 2022

- Z12.1 Where a change in the Consultant's legal status, ownership or any other change to his business composition or business dealings results in a change to the Consultant's Specific Goals status, the Consultant notifies the Employer within seven days of the change.
- Z12.2 The Consultant is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his Specific Goals status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
- Z12.3 Where, as a result, the Consultant's Specific Goals status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Consultant's obligation to Provide the Services.
- Z12.4 Failure by the Consultant to notify the Employer of a change in its Specific Goals status may constitute a reason for termination. If the Employer terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the Employer of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z13 Selection and appointment of the Adjudicator

Add the following paragraph to clause W.1.2(1)

"Within 2 weeks after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract, April 2013."

Z14 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Consultant and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the Employer and the Consultant contemplated in section 37(2).

2. Part two - Data provided by the Service Provider

10.1	The <i>Service Provider</i> is (Name): Address Postal address: Tel No. Fax No. Mobile No. Email:														
22.2	The <i>Service Provider's</i> key persons are: 1 Name: _____ Position in the Project Team: _____ Responsibilities: _____ Qualifications: _____ Physical Address: _____ Post Code: Postal Address: _____ Post Code: Telephone: _____ Fax: _____ Mobile: _____ Email: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Role of key person</th><th style="width: 50%;">Name of key person</th></tr> </thead> <tbody> <tr> <td>Senior Civil Engineer</td><td></td></tr> <tr> <td>Civil Engineer</td><td></td></tr> <tr> <td>Senior Resident Engineer</td><td></td></tr> <tr> <td>Assistant Resident Engineer</td><td></td></tr> <tr> <td>Civil Engineering Project Manager</td><td></td></tr> <tr> <td>Other</td><td></td></tr> </tbody> </table>	Role of key person	Name of key person	Senior Civil Engineer		Civil Engineer		Senior Resident Engineer		Assistant Resident Engineer		Civil Engineering Project Manager		Other	
Role of key person	Name of key person														
Senior Civil Engineer															
Civil Engineer															
Senior Resident Engineer															
Assistant Resident Engineer															
Civil Engineering Project Manager															
Other															
11.2(25)	The <i>Activity schedule</i> is in the Pricing Data														

ANNEXURE A: LIST OF RETURNABLE DOCUMENTS

Annexure A:			
List of returnable documents required for Administrative & Mandatory Compliance			
Item No	Document Description:	Yes	No
1	Compulsory Documents:		
1.1	Invitation to Bid - Completed and signed		
1.2	Bidder's Disclosure - Completed and signed.		
1.3	Bid Data- Completed and signed		
1.4	Pricing Data & Form of Offer- Completed and signed		
1.5	Contract Data- Completed and signed		
1.6	Print out (not older than 30 days) of Department National Treasury's Central Supplier Database (CSD) Registration Report showing company's current Vat & Tax registration status / current tax compliance / company registration number information or, alternatively, bidders must submit their CSD reference numbers (MAAA....) with their Bids. In case of JVs or Consortiums, each JV/Consortium member company must provide own CSD report or reference number.		
1.7	A Resolution by Board of Directors for signatory to act on behalf of bidding company.		
1.8	A resolution by Board of Directors of <u>each partner company</u> for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.		
1.9	Joint Venture/Consortium Agreement (if applicable).		
1.10	Power of Attorney in case of Joint Ventures/Consortiums (if applicable).		
1.11	A document of establishment of the venture/consortium in terms of joint Ventures / Consortiums, must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.		
1.12	Proof of Professional Indemnity (PI) Insurance to the value stated in the TOR Scope.		
1.13	Certified copies of appropriate qualifications and/or registration documentation (and proof of paid up membership) with discipline relevant recognized South African Built Environment Professional Organization (s).		
1.14	Proof of attendance of compulsory site briefing meeting.		
2	Non-compulsory but Recommended Documents:		
2.1	Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022 & BBBEE certification.		
2.2	Company/CC/Trust/Partnership registration certificates.		
2.3	Original Valid Tax Clearance Certificate.		
2.4	Tax Compliance status Pin.		
2.5	VAT Registration Certificate from South African Revenue Services (SARS).		
2.6	Entity /JV Partners company profile (s).		
2.7	Summary list of verifiable previous projects with contact details and professional fee and construction values, as applicable.		
2.8	Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects to show previous relevant experience, with final certified construction values and professional fee values and completion dates. Professional Fee Values must be clearly indicated. Else Bidders can provide reference letters from Clients on their company letterhead with details of previous projects listed as relevant experience, clearly indicating thier satisfaction, date of completion and professional fee- and construction cost values.		
2.9	Comprehensive works methodology and implementation plan.		
2.10	Comprehensive Gantt chart type program		



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Income Tax ref no

VAT registration no 4

Customs code

Telephone no

E-mail address

Physical address

Postal address

Company/Close Corp.
registered no

PAYE ref no 7

SDL ref no L

UIF ref no U

Fax
no**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Telephone no

E-mail address

Physical address

Income Tax ref no

Fax
no

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount RExpected duration
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct
SARS the applicable Tax Clearance Certificate on my/our behalf. to apply to and receive from

Signature of representative/agent

Name of
representative/
agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/
Public Officer

Date

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of Institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

SBD4

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
...
.....
...

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in
submitting the accompanying bid, do hereby make the following
statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)